

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE
NO. 5,

—and—

CITY OF PHILADELPHIA

:
:
: Case No. 01-15-0006-0804
:
: Grievant: Joseph Marion
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Joseph Marion ("Marion"), Payroll # [REDACTED] is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on November 16, 2015, Marion was charged with, and ultimately dismissed for, the following violations of the Disciplinary Code: Conduct Unbecoming, 1-§021-10 (Any incident, conduct, or course of conduct which indicates that an employee has little or no regard for his/her responsibility as a member of the Police Department), and Conduct Unbecoming, 1-§026-10 (Engaging in any action that constitutes the commission of a felony or misdemeanor which carries a potential sentence of more than (1) year. Engaging in any action that constitutes an intentional violation of Chapter 39 of the Crimes Code (relating to Theft and Related Offenses). Also includes any action that constitutes the commission of an equivalent offense in another jurisdiction, state or territory. Neither a criminal conviction nor the pendency of criminal charges is necessary for disciplinary action in such matters); and,

WHEREAS, Marion initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. Subject to passing all pre-hiring tests, Marion will be reinstated to the Philadelphia Police Department, but he will not be entitled to back pay.
2. Marion's dismissal shall be changed to a 30-day disciplinary suspension.

3. Marion's record will reflect that he served a 30-day disciplinary suspension. The period of time between the date after Marion's 30-day suspension ends to the date of reinstatement shall be deemed a leave of absence without pay.

4. Marion shall complete anger management training and use of force training. The City will cover all costs for the anger management training and use of force training.

5. In consideration of the foregoing, the FOP and Marion agree to withdraw the grievance and demand for arbitration in this matter.

6. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

7. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

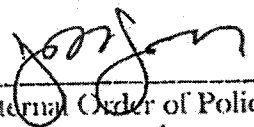
8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

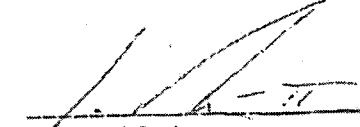
9. In further consideration of the foregoing, the FOP and Marion, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.


10. By entering into this Agreement and in exchange for the promises made herein, Marion, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Marion in connection with the Grievance described above.


WHEREFORE, the FOP, the City, and Marion, intending to be legally bound by this Agreement, enter into this Agreement this 11th day of December, 2017, as evidenced by their signatures or the signatures of their representatives below.

[signature page to follow]


Fraternal Order of Police,
Lodge No. 5
Date: 12/1/17


Joseph Marion
Date: 12/1/17


Philadelphia Police Department
Date:


Mayor's Office of Labor Relations
Date: 12/11/17